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Attorney for Plaintiff  
VIET HUYNH

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**VIET HUYNH,**

**Plaintiff,**

**v.**

**D. Scott Carruthers, APLC;  
and DOE 1-5**

**Defendants.**

**Case No.**

**COMPLAINT**

**1.) FAIR DEBT COLLECTION  
PRACTICES ACT (15 U.S.C. 1692 et  
seq.)**

**2.) ROSENTHAL FAIR DEBT  
COLLECTION PRACTICES ACT  
VIOLATIONS (Cal. Civ. Code § 1788  
et seq.).**

**DEMAND FOR JURY TRIAL**

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1. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq. (“FDCPA”) and the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 et seq.

**JURISDICTION AND VENUE**

1           2.       This Court exercises jurisdiction under 15 U.S.C. § 1692k and 28  
2 U.S.C. §§ 1331, 1337, and 1367. This District is of proper venue as Plaintiff is a  
3 resident within this District and Defendants engaged in the actions alleged herein  
4 while Plaintiff so resided.  
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8                               **PARTIES**

9           3.       Plaintiff, VIET HUYNH (hereinafter “Plaintiff” or “Mr. Huynh”), is a  
10 natural person residing in Garden Grove, California. Defendant, D. Scott  
11 Carruthers, APLC, is believed to be a professional corporation maintaining a  
12 principle place of business at 8448 Katella Avenue in Stanton, CA. Plaintiff is  
13 ignorant of the true names and capacities of the defendants sued herein as DOE 1-  
14 5, and therefore sues these defendants by such fictitious names. Plaintiff will  
15 amend this Complaint to allege the true names and capacities once ascertained.  
16 Plaintiff believes and thereon alleges that the fictitiously named defendants are  
17 responsible in some manner for the occurrences herein alleged, and that such  
18 defendants are responsible to Plaintiff for damages and/or monies owed.  
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23           5.       D. Scott Carruthers, APLC and DOE 1-5 shall hereafter be jointly  
24 referred to as “Defendants.”  
25

26           6.       Defendants regularly operate as third-party debt collectors and are  
27 “debt collectors” as defined by 15 U.S.C. 1692a and Cal. Civ. Code § 1788.1(c).  
28

**FACTUAL ALLEGATIONS**

1  
2 7. On or about November 2, 2017, Defendants began calling for Mr.  
3 Huynh in an attempt to collect a consumer debt allegedly owed by Mr. Huynh.  
4

5 8. On or about November 2, 2017, Joe Daily, a collector from D. Scott  
6 Carruthers, APLC, called Mr. Huynh at work. Mr. Daily identified himself and  
7 disclosed that he was calling from the Law Office of Scott Carruthers. He then  
8 proceeding to demand that Mr. Huynh make a payment of over \$4,000 or Mr.  
9 Huynh's paycheck would be garnished. Mr. Huynh advised Mr. Daily that he is  
10 not allowed to take personal calls at work, but Mr. Daily persisted with the  
11 conversation by advising that an initial payment of \$500.00 could be made as a  
12 down payment. Mr. Daily then continued in an attempt to discuss monthly  
13 payments and otherwise extract a payment from Mr. Huynh that day. Mr. Huynh  
14 provided Mr. Daily with his cell phone number for future contact. During the  
15 course of the conversation, Mr. Daily never disclosed that he was a debt collector,  
16 that the communication was an attempt to collect a debt, or that any information  
17 obtained would be used for that purpose. This was the first communication Mr.  
18 Huynh received from your D. Scott Carruthers, APLC.  
19  
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25 9. On November 15, 2017, Joe Daily called Mr. Huynh at work again.  
26 Mr. Daily spoke with Mr. Hunyh's coworker, advised the coworker that he was  
27 calling from the Law Office of Scott Carruthers, and left his number of 800-495-  
28

1 8682 ext. 307 for which Mr. Hunyh should return his call.

2 10. On November 20, 2017, Joe Daily called Mr. Huynh at work again.  
3 Mr. Daily spoke with Mr. Hunyh's coworker and asked to speak with Mr. Hunyh,  
4 but the call was dropped before the call was transferred to Mr. Hunyh.  
5

6 11. Mr. Huynh, concerned and harassed by Defendants' continued and  
7 threatening calls, retained counsel with Centennial Law Offices.  
8

9 12. On November 20, 2017, staff from Centennial Law Offices called D.  
10 Scott Carruthers, APLC and spoke with Susan and Joe Daily. Mr. Daily was  
11 advised that Mr. Hunyh was represented by counsel and provided with counsel's  
12 contact information.  
13  
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15 13. On November 21, 2017, Mr. Daily called Mr. Huynh at work again,  
16 spoke with a coworker, and once again left his name and number of 800-495-8682  
17 ext. 307 for which Mr. Hunyh should return his call.  
18

19 14. Mr. Hunyh never consented to Defendants communicating with his  
20 coworkers in connection with the collection of the alleged debt or otherwise.  
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22 15. As a direct result of the collection activity herein alleged, legal fees in  
23 the amount of \$2,555.00 have been incurred.  
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26 **CAUSES OF ACTION**

27 **COUNT I**  
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1 knowing or having reason to know that Plaintiff's employer prohibits Plaintiff  
2 from receiving such communications.

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4 **COUNT IV**

5 19. Plaintiff re-alleges paragraphs 1 through 15, inclusive, and by this  
6 reference incorporate the same as though fully set forth herein. Plaintiff is  
7 informed and believes and herein alleges that Defendants violated 15 U.S.C.  
8 1692c(a)(1) by communicating with Plaintiff at his place of employment after  
9 knowing or having reason to know that such communications are inconvenient for  
10 Plaintiff.  
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12  
13 **COUNT V**

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15 20. Plaintiff re-alleges paragraphs 1 through 15, inclusive, and by this  
16 reference incorporate the same as though fully set forth herein. Plaintiff is  
17 informed and believes and herein alleges that Defendants violated 15 U.S.C.  
18 1692c(a)(1) by communicating directly with Plaintiff in connection with collection  
19 of the debt contrary to actual knowledge that Plaintiff was represented by counsel,  
20 and having the means to contact said counsel.  
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23 **COUNT VI**

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25 21. Plaintiff re-alleges paragraphs 1 through 15, inclusive, and by this  
26 reference incorporate the same as though fully set forth herein. Plaintiff is  
27 informed and believes and herein alleges that Defendants violated 15 U.S.C.  
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1 1692c(b) by communicating with a third-party in connection with the collection of  
2 a debt without Plaintiff's consent.

3  
4 **COUNT VII**

5 22. Plaintiff re-alleges paragraphs 1 through 15, inclusive, and by this  
6 reference incorporate the same as though fully set forth herein. Plaintiff is  
7 informed and believes and herein alleges that Defendants, and each of them,  
8 violated 15 U.S.C. 1692e by making a false, deceptive, or misleading  
9 representation to Mr. Huynh that his paycheck would be garnished when no  
10 judgment existed against Mr. Huynh for which his paycheck could be garnished.  
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13 **COUNT VIII**

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15 23. Plaintiff re-alleges paragraphs 1 through 15, inclusive, and by this  
16 reference incorporate the same as though fully set forth herein. Plaintiff is  
17 informed and believes and herein alleges that Defendants, and each of them,  
18 violated Cal. Civ. Code § 1788.11(b) by engaging in a communication with  
19 Plaintiff in which Defendants failed to disclose that the communication was from  
20 a debt collector, and that the communication was in an attempt to collect a debt.  
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25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as  
27 follows:  
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- 1.) For statutory damages in the amount of \$1,000 pursuant to 15 U.S.C. 1692k(2);
- 2.) For statutory damages in the amount of \$1,000 pursuant to Cal. Civ. Code § 1788.30(b);
- 3.) For prejudgment interest in an amount to be proved at time of trial;
- 4.) For attorney's fees pursuant to 15 U.S.C. 1692(k) and Cal. Civ. Code § 1788.30(c);
- 5.) For the costs of this lawsuit; and
- 6.) For any other and further relief that the court considers proper.

**JURY DEMAND**

Plaintiff demands a jury trial.

Date: August 23, 2018

s/Robert Amador  
ROBERT AMADOR, ESQ.  
Attorney for Plaintiff Viet Huynh